

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

INTERMARINE, LLC,	§	
	§	
Plaintiff	§	
	§	
v.	§	C.A. NO. 4:14-cv-00145
	§	
SPLIETHOFF BEVRACHTINGSKANTOOR	§	
B.V., SPLIETHOFF AMERICAS, INC., and	§	
KASPER BIHLET,	§	
	§	
Defendants	§	

ORIGINAL ANSWER OF SPLIETHOFF'S BEVRACHTINGSKANTOOR B.V.

NOW COMES Spliethoff's Bevrachtingskantoor B.V. (Spliethoff's B.V.) and files its Answer to Plaintiff's Complaint and would respectfully show as follows:

FIRST DEFENSE

Pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, Spliethoff's B.V. would show that Plaintiff's Complaint should be dismissed for failure to state a cause of action against Spliethoff's B.V. upon which relief can be granted.

SECOND DEFENSE

In reference to the specific allegations of Plaintiff's Complaint, and subject to the defense above, Spliethoff's B.V. would show as follows:

RESPONSE TO PLAINTIFF'S PARTIES' ALLEGATIONS

1. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained within paragraph 1 of Plaintiff's Complaint.

2. Spliethoff's B.V. admits that Spliethoff's Bevrachtungskantoor B.V. is a business entity organized under the laws of The Kingdom of the Netherlands with its principal place of business in Amsterdam, the Netherlands.

3. Spliethoff's B.V. admits the allegations contained within paragraph 3 of Plaintiff's Complaint.

4. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained within paragraph 4 of Plaintiff's Complaint.

5. Spliethoff's B.V. denies that this Court has jurisdiction over this action as set forth in Plaintiff's Complaint.

6. Spliethoff's B.V. denies the allegations contained within paragraph 6 of Plaintiff's Complaint as they related to Spliethoff's B.V.

7. Spliethoff's B.V. would show that if jurisdiction exists, venue is proper.

8. Spliethoff's B.V. admits that Intermarine is in the marine business, but lacks information or knowledge sufficient to form a belief as to the extent of the services set forth in paragraph 8 of Plaintiff's Complaint.

9. Spliethoff's B.V. denies that it is a "direct competitor[s]" of Plaintiff.

10. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 10 of Plaintiff's Complaint.

11. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 11 of Plaintiff's Complaint.

12. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 of Plaintiff's Complaint.

13. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 of Plaintiff's Complaint.

14. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 14 of Plaintiff's Complaint.

15. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 15 of Plaintiff's Complaint.

16. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 of Plaintiff's Complaint.

17. Spliethoff's B.V. lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 17 of Plaintiff's Complaint.

18. Spliethoff's B.V. admits that it created a U.S. subsidiary and that some discussions and communications relating thereto occurred. The remaining allegations contained within paragraph 18 are denied.

19. Spliethoff's B.V. admits that some discussions in December 2012 were conducted, but denies the remaining allegations contained within paragraph 19 of Plaintiff's Complaint.

20. Spliethoff's B.V. denies the allegations contained within paragraph 20 of Plaintiff's Complaint.

21. Spliethoff's B.V. admits that contracts were signed with Kasper Bihlet and Kyle Branting in March 2013. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 21 of Plaintiff's Complaint.

22. Spliethoff's B.V. was aware that Bihlet had a contract with Intermarine and that some non-compete provisions applied, but did not know the terms and conditions of the

agreement. The remaining allegations contained within paragraph 22 of Plaintiff's Complaint are denied.

23. Spliethoff's B.V. admits that Spliethoff Americas was incorporated on March 28, 2013. Spliethoff's B.V. denies the remaining allegations contained within paragraph 23 of Plaintiff's Complaint and objects to the joint reference of Spliethoff Americas, Inc. and Spliethoff's Bevrachtungskantoor B.V. collectively as "Spliethoff".

24. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 24 of Plaintiff's Complaint.

25. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 25 of Plaintiff's Complaint.

26. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 26 of Plaintiff's Complaint.

27. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 27 of Plaintiff's Complaint.

28. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 28 of Plaintiff's Complaint.

29. Spliethoff's B.V. admits Spliethoff Americas opened its Houston office effective May 1, 2013. Kyle Branting was Vice President, Business Development.

30. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 30 of Plaintiff's Complaint.

31. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 31 of Plaintiff's Complaint.

32. Spliethoff's B.V. denies the allegations contained within paragraph 32 as pertaining to Spliethoff's B.V. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained within paragraph 32 of Plaintiff's Complaint.

33. Spliethoff's B.V. denies the allegations contained within paragraph 33 as they pertain to Spliethoff's B.V. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained within paragraph 33 of Plaintiff's Complaint.

34. Spliethoff's B.V. denies the allegations contained within paragraph 34 as they pertain to Spliethoff's B.V. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained within paragraph 34 of Plaintiff's Complaint.

35. Spliethoff's B.V. denies the allegations contained within paragraph 35 of Plaintiff's Complaint.

36. Spliethoff's B.V. denies the allegations contained within paragraph 36 of Plaintiff's Complaint.

37. Spliethoff's B.V. denies the allegations contained within paragraph 37 of Plaintiff's Complaint.

38. Spliethoff's B.V. denies the allegations contained within paragraph 38 of Plaintiff's Complaint.

RESPONSE TO PLAINTIFF'S CLAIMS

1. Spliethoff's B.V. incorporates the responses as set forth above.

2. Spliethoff's B.V. lacks information sufficient to form a belief as to the truth of the allegations contained within paragraph 2 of Plaintiff's Complaint.

3. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 3 of Plaintiff's Complaint.

4. Spliethoff's B.V. lacks information sufficient to form a belief as to the truth of the allegations contained within paragraph 4 of Plaintiff's Complaint.

5. Spliethoff's B.V. lacks information sufficient to form a belief as to the truth of the allegations contained within paragraph 5 of Plaintiff's Complaint.

6. Spliethoff's B.V. lacks information sufficient to form a belief as to the truth of the allegations contained within paragraph 6 of Plaintiff's Complaint.

7. Spliethoff's B.V. denies the allegations contained within paragraph 7 of Plaintiff's Complaint.

8. Spliethoff's B.V. denies the allegations contained within paragraph 8 of Plaintiff's Complaint.

9. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 9 of Plaintiff's Complaint.

10. Spliethoff's B.V. denies that Plaintiff is entitled to any injunctive relief as pled.

11. Spliethoff's B.V. incorporates the responses as set forth above.

12. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 12 of Plaintiff's Complaint.

13. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 13 of Plaintiff's Complaint.

14. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 14 of Plaintiff's Complaint.

15. Spliethoff's B.V. denies the allegations contained within paragraph 15 as they might relate to Spliethoff's B.V. Otherwise, Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 15 of Plaintiff's Complaint.

16. Spliethoff's B.V. denies that Intermarine has suffered any compensatory damages as alleged in paragraph 16 of Plaintiff's Complaint.

17. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 17 of Plaintiff's Complaint.

18. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 18 as a cause of action is not as to them and calls for a legal conclusion.

19. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 19 as the relief sought is not related to Spliethoff's B.V.

20. Spliethoff's B.V. incorporates the responses as set forth above.

21. Spliethoff's B.V. denies the allegations contained within paragraph 21 of Plaintiff's Complaint.

22. Spliethoff's B.V. denies the allegations contained within paragraph 22 of Plaintiff's Complaint.

23. Spliethoff's B.V. denies the allegations contained within paragraph 23 of Plaintiff's Complaint.

24. Spliethoff's B.V. denies the allegations contained within paragraph 24 of Plaintiff's Complaint.

25. Spliethoff's B.V. incorporates the responses as set forth above.

26. Spliethoff's B.V. denies the allegations contained within paragraph 26 of Plaintiff's Complaint.

27. Spliethoff's B.V. denies the allegations contained within paragraph 27 of Plaintiff's Complaint.

28. Spliethoff's B.V. denies the allegations contained within paragraph 28 of Plaintiff's Complaint.

29. Spliethoff's B.V. denies the allegations contained within paragraph 29 of Plaintiff's Complaint.

30. Spliethoff's B.V. incorporates the responses as set forth above.

31. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 31 of Plaintiff's Complaint.

32. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 32 of Plaintiff's Complaint.

33. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 33 of Plaintiff's Complaint.

34. Spliethoff's B.V. is not required to admit or deny the allegations contained within paragraph 34 of Plaintiff's Complaint.

35. Spliethoff's B.V. incorporates the responses as set forth above.

36. Spliethoff's B.V. is not required to admit or deny the legal conclusions contained within paragraph 36 of Plaintiff's Complaint. Subject to the foregoing, Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the allegations contained within paragraph 36 of Plaintiff's Complaint.

37. Spliethoff's B.V. is not required to admit or deny the legal conclusions contained within paragraph 37 of Plaintiff's Complaint. Subject to the foregoing, Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the allegations contained within paragraph 37 of Plaintiff's Complaint.

38. Spliethoff's B.V. denies the allegations contained within paragraph 38 of Plaintiff's Complaint.

39. Spliethoff's B.V. denies the allegations contained within paragraph 39 of Plaintiff's Complaint.

40. Spliethoff's B.V. denies the allegations contained within paragraph 40 of Plaintiff's Complaint.

41. Spliethoff's B.V. denies the allegations contained within paragraph 41 of Plaintiff's Complaint.

42. Spliethoff's B.V. denies the allegations contained within paragraph 42 of Plaintiff's Complaint.

43. Spliethoff's B.V. incorporates the responses as set forth above.

44. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 44 of Plaintiff's Complaint.

45. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 45 of Plaintiff's Complaint.

46. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 46 of Plaintiff's Complaint.

47. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 47 of Plaintiff's Complaint.

48. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 48 of Plaintiff's Complaint.

49. Spliethoff's B.V. denies the allegations contained within paragraph 49 of Plaintiff's Complaint.

50. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 50 of Plaintiff's Complaint.

51. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 51 of Plaintiff's Complaint.

52. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 52 of Plaintiff's Complaint.

53. Spliethoff's B.V. incorporates the responses as set forth above.

54. Spliethoff's B.V. denies the allegations contained within paragraph 54 of Plaintiff's Complaint.

55. Spliethoff's B.V. denies the allegations contained within paragraph 55 of Plaintiff's Complaint.

56. Spliethoff's B.V. denies the allegations contained within paragraph 56 of Plaintiff's Complaint.

57. Spliethoff's B.V. denies the allegations contained within paragraph 57 of Plaintiff's Complaint.

58. Spliethoff's B.V. incorporates the responses as set forth above.

59. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 59 of Plaintiff's Complaint.

60. Spliethoff's B.V. denies the allegations contained within paragraph 60 of Plaintiff's Complaint.

61. Spliethoff's B.V. denies the allegations contained within paragraph 61 of Plaintiff's Complaint.

62. Spliethoff's B.V. denies the allegations contained within paragraph 62 of Plaintiff's Complaint.

63. Spliethoff's B.V. denies the allegations contained within paragraph 63 of Plaintiff's Complaint.

64. Spliethoff's B.V. denies the allegations contained within paragraph 64 of Plaintiff's Complaint.

65. Spliethoff's B.V. incorporates the responses as set forth above.

66. Spliethoff's B.V. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within paragraph 66 of Plaintiff's Complaint.

67. Spliethoff's B.V. denies the allegations contained within paragraph 67 of Plaintiff's Complaint.

68. Spliethoff's B.V. denies the allegations contained within paragraph 68 of Plaintiff's Complaint.

69. Spliethoff's B.V. denies the allegations contained within paragraph 69 of Plaintiff's Complaint.

70. Spliethoff's B.V. denies the allegations contained within paragraph 70 of Plaintiff's Complaint.

71. Spliethoff's B.V. denies the allegations contained within paragraph 71 of Plaintiff's Complaint.

72. Spliethoff's B.V. incorporates the responses as set forth above.

73. Spliethoff's B.V. denies the allegations contained within paragraph 73 of Plaintiff's Complaint.

74. Spliethoff's B.V. denies the allegations contained within paragraph 74 of Plaintiff's Complaint.

75. Spliethoff's B.V. denies the allegations contained within paragraph 75 of Plaintiff's Complaint.

76. Spliethoff's B.V. denies the allegations contained within paragraph 76 of Plaintiff's Complaint.

77. Spliethoff's B.V. denies the allegations contained within paragraph 77 of Plaintiff's Complaint.

THIRD DEFENSE

For further answer herein, if any be necessary, Defendant Spliethoff's B.V. would show that any information it may have received was information within the public domain reasonably accessible by any person or persons and was not the exclusive information, trade secrets, proprietary or confidential information of Plaintiff.

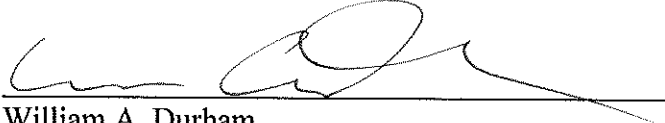
FOURTH DEFENSE

For further answer herein, if any be necessary, Defendant Spliethoff's B.V. would show that Plaintiff has not suffered damages by virtue of any of the allegations asserted against Spliethoff's B.V.

WHEREFORE, PREMISES CONSIDERED, Spliethoff's Bevrachtingskantoor B.V. respectfully requests that the Court enter judgment that Plaintiff take nothing by their suit and that Defendant Spliethoff's Bevrachtingskantoor B.V. be awarded its costs and attorney's fees in

defense of the above captioned matter and for such other and further relief, both in law and equity, as this Court may order.

Respectfully submitted,



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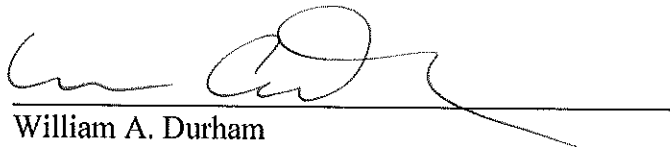
EASTHAM, WATSON, DALE & FORNEY, L.L.P.

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I forwarded a true and correct copy of the foregoing Answer to the following counsel of record on this the 9 day of April, 2014.

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